

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973  
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OF COUNSEL  
URBAN A. LESTER

December 8, 1999

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

RECORDATION NO. 6690-VVVVVVV FILED

DEC 9 '99 12-30 PM

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien (Amtrak 99-G), dated as of December 9, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed document are:

Federal Railroad Administration  
400 Seventh Street, S.W.  
Washington, D.C. 20590

National Railroad Passenger Corporation  
60 Massachusetts Avenue, N.E.  
Washington, D.C. 20002

Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19801

Mr. Vernon A. Williams  
December 9, 1999  
Page 2

A description of the railroad equipment covered by the enclosed document is:

set forth on Schedule A attached thereto, a copy of which is  
attached hereto.

Also enclosed is a check in the amount of \$26.00 payable to the order of the  
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

**SCHEDULE 1**

**DESCRIPTION OF ROLLING STOCK**

**(AMTRAK TRUST 99-G)**

**DESCRIPTION OF UNITS**

<b><u>EQUIPMENT TYPE</u></b>	<b><u>Amtrak Equipment Numbers</u></b>
Amfleet II enhanced - Amcoach II	25005
Amfleet II enhanced - Amcoach II	25006
Amfleet II enhanced - Amcoach II	25011
Amfleet II enhanced - Amcoach II	25013
Amfleet II - Amcoach II	25015
Amfleet II - Amcoach II	25016
Amfleet II enhanced - Amcoach II	25017
Amfleet II - Amcoach II	25018
Amfleet II - Amcoach II	25019
Amfleet II enhanced - Amcoach II	25020
Amfleet II - Amcoach II	25021
Amfleet II - Amcoach II	25023
Amfleet II enhanced - Amcoach II	25024
Amfleet II - Amcoach II	25025
Amfleet II enhanced - Amcoach II	25026
Amfleet II enhanced - Amcoach II	25027
Amfleet II enhanced - Amcoach II	25028
Amfleet II - Amcoach II	25029
Amfleet II - Amcoach II	25030
Amfleet II - Amcoach II	25031
Amfleet II enhanced - Amcoach II	25032
Amfleet II enhanced - Amcoach II	25033
Amfleet II - Amcoach II	25034
Amfleet II enhanced - Amcoach II	25035
Amfleet II - Amcoach II	25037
Amfleet II - Amcoach II	25038
Amfleet II - Amcoach II	25039
Amfleet II enhanced - Amcoach II	25040
Amfleet II enhanced - Amcoach II	25041

Amfleet II	- Amcoach II	25042
Amfleet II enhanced	- Amcoach II	25043
Amfleet II	- Amcoach II	25044
Amfleet II enhanced	- Amcoach II	25046
Amfleet II	- Amcoach II	25047
Amfleet II enhanced	- Amcoach II	25048
Amfleet II enhanced	- Amcoach II	25049
Amfleet II enhanced	- Amcoach II	25050
Amfleet II enhanced	- Amcoach II	25051
Amfleet II	- Amcoach II	25052
Amfleet II enhanced	- Amcoach II	25054
Amfleet II enhanced	- Amcoach II	25055
Amfleet II enhanced	- Amcoach II	25056
Amfleet II enhanced	- Amcoach II	25062
Amfleet II enhanced	- Amcoach II	25063
Amfleet II enhanced	- Amcoach II	25064
Amfleet II	- Amcoach II	25065
Amfleet II	- Amcoach II	25066
Amfleet II enhanced	- Amcoach II	25067
Amfleet II	- Amcoach II	25068
Amfleet II enhanced	- Amcoach II	25069
Amfleet II	- Amcoach II	25070
Amfleet II	- Amcoach II	25071
Amfleet II	- Amcoach II	25072
Amfleet II enhanced	- Amcoach II	25073
Amfleet II enhanced	- Amcoach II	25074
Amfleet II	- Amcoach II	25075
Amfleet II	- Amcoach II	25076
Amfleet II	- Amcoach II	25077

**TERMINATION AND RELEASE OF LIEN  
(AMTRAK TRUST 99-G)**

DEC 9 '99 12-30 PM

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 99-G) dated as of December 9, 1999 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and Wilmington Trust Company, not in its individual capacity but solely as Trustee (the "*Trustee*").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, pursuant to that certain Participation Agreement (Amtrak Trust 99-G) dated as of December \_\_, 1999, among Amtrak, Pacific Century Leasing, Inc., as Equity Investor, AME Investments, LLC, as Lender, and Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Trustee (as amended, supplemented or otherwise modified from time to time, the "*Participation Agreement*"), Amtrak will sell the units of rolling stock identified on Schedule 1 hereto (together with any replacements and substitutes therefor, the "*Equipment*") to Trustee and will leaseback such Equipment pursuant to that certain Lease of Railroad Equipment (Amtrak Trust 99-G) dated as of December \_\_, 1999, between Amtrak and Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, Trustee entering into the transactions contemplated by the Participation Agreement, the parties hereto agree as follows:

1. All right, title and interest of the Administrator in and to the Equipment is hereby terminated and released.

2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) she has full authority to terminate and release all of its right, title and interest in and to the Equipment.

3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

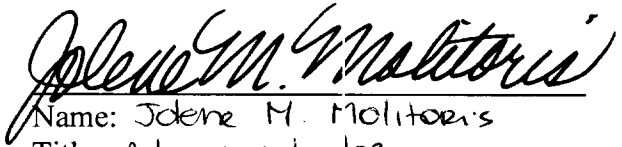
5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By:   
Name: Jolene M. Molitoris  
Title: Administrator

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee

By: \_\_\_\_\_  
Name:  
Title:

DISTRICT OF

)

) ss

COLUMBIA

)

On this 3<sup>rd</sup> day of December, 1999, before me personally appeared JANE M. MONTAIS, to me personally known, who being by me duly sworn, says that he/she is the ADMINISTRATOR of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

  
Notary Public

My Commission Expires: NOV 15 2004




IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NATIONAL RAILROAD PASSENGER  
CORPORATION

By:  \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DISTRICT OF

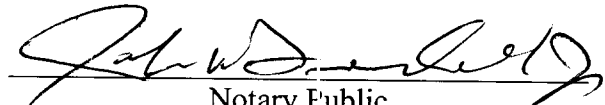
)

) ss

COLUMBIA

)

On this 29<sup>th</sup> day of NOV., 1999 before me personally appeared Carol J. Dillon, to me personally known, who being by me duly sworn, says that she is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 1-1-2000

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.


FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NATIONAL RAILROAD PASSENGER  
CORPORATION

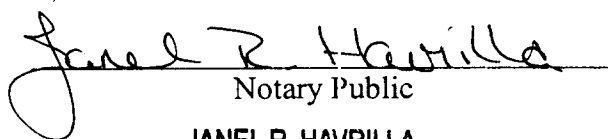
By: \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee

By:  \_\_\_\_\_  
Name: Donald G. MacKolan  
Title: Vice President

STATE OF DELAWARE            )  
  ) ss  
COUNTY OF NEW CASTLE    )

On this 22<sup>nd</sup> day of November, 1999, before me personally appeared Donald G. MacKelcan, to me personally known, who being by me duly sworn, says that he/she is the Vice President of Wilmington Trust Company, who acknowledged himself/herself to be a duly authorized officer of Wilmington Trust and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

  
Notary Public

JANEL R. HAVRILLA  
NOTARY PUBLIC-DELAWARE  
My Commission Expires February 2, 2001

My Commission Expires: \_\_\_\_\_

## SCHEDULE 1

### DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 99-G)

### DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>Amtrak Equipment Numbers</u>
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